



Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**REVOCATION OF POWER OF
ATTORNEY WITH
NEW POWER OF ATTORNEY
AND
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	09/779,456
Filing Date	02/09/2001
First Named Inventor	Franklin, et al.
Art Unit	2155
Examiner Name	Wang, Liang Che A
Attorney Docket Number	0C066-74534

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners associated with the Customer Number:



32009

PATENT TRADEMARK OFFICE

☒ Please change the correspondence address for the above-identified application to:

☒ The address associated with
Customer Number:



32009

PATENT TRADEMARK OFFICE

OR

<input type="checkbox"/> Firm or Individual Name					
Address					
City		State		Zip	
Country					
Telephone			Fax		

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

Signature			
Name	Willard W. Case		
Date	11/24/2004	Telephone	(256) 527-9227

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☒ *Total of 2 forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Franklin et al.Application No./Patent No.: 09/779,456 Filed/Issue Date: 02/09/2001Entitled: Enhanced Data Exchange and Presentation/Communication SystemWillard W. Case, a Individual

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Franklin et al. To: Turning Point Publishing, LLC
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: Turning Point Publishing LLC To: Willard W. Case
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Willard W. Case
Signature11/24/2004
DateWillard W. Case

Printed or Typed Name

(256) 527-9227
Telephone Number_____
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

3875-2

ASSIGNMENT FOR PATENT APPLICATION
(All Rights)

WHEREAS Richard Franklin; Robert Cuffe; and Willard Case (hereinafter ASSIGNORS), all of Alabama, respectively, have made an invention entitled BEEZIP for which an application for Letters Patent of the United States is being contemplated;

WHEREAS, *Turning Point Publishing, LLC we*
~~Interactive Homes~~ (hereinafter ASSIGNEE), ~~a corporation~~ of the State of Alabama, having an office and place of business at 2905 Westcorp Blvd., Suite 115, Huntsville, Alabama 35805 is desirous of acquiring an interest therein;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNORS by these presents hereby sell, assign, and transfer unto the said ASSIGNEE, its successors, assigns, and legal representatives, ASSIGNORS' entire right, title and interest in the United States of America and all foreign countries, in and to the invention, and to any and all the applications and to all subsequent applications based thereon including any and all continuations, divisions, reissues, and substitutes of any such application, and all resulting patents, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and the ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE, for its interest as ASSIGNEE, its

successors, assigns, and legal representatives. It is understood and agreed that ASSIGNEE'S attorneys Nixon & Vanderhye P.C. have represented only ASSIGNEE and will continue to represent only ASSIGNEE with respect to this invention;

ASSIGNORS hereby agree to transfer a like interest upon request of said ASSIGNEE, its successors, assigns, and legal representatives, and without further remuneration, in and to any improvements, and applications for patents based thereon, growing out of or related to the said invention;

ASSIGNORS hereby agree to execute any papers by ASSIGNEE, its successors, assigns, and legal representatives, deemed essential to ASSIGNEE'S full protection and title in and to the invention hereby transferred; and

ASSIGNORS hereby agree, upon request of ASSIGNEE, and without further remuneration, to execute any and all papers desired by ASSIGNEE, for the filing and granting of foreign applications and the perfecting of title thereto in ASSIGNEE.

AGREED and executed as noted below:

12-7-00
Date


Richard Franklin

Witnessed by:

Name: Maggie Guiffa Date: 12-7-00

12-7-00

Date

Robert Coffe

Robert Coffe

Witnessed by:

Name:

Maggie Griffin

Date:

12-7-00

12-7-00

Date

Willard E. Case

Willard Case

Witnessed by:

Name:

Maggie Griffin

Date:

12-7-00

STATE OF ALABAMA)
)
COUNTY OF MADISON)

BILL OF SALE

28th THIS Bill of Sale is made and entered into on this the _____
day of July, 2004 by and between Turning
Point Publishing Co. LLC. as Debtor in Possession as Grantor , and
Willard W Case , as Grantee:

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration, this day in hand paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby expressly acknowledged by the Grantor, the Grantor has this day given, granted, bargained, sold, conveyed, and confirmed, and does, by these presents, give, grant, bargain, sell, convey and confirm, unto the Grantee the following-described personal property to-wit:

See Exhibit "A" attached hereto which is incorporated herein by reference as though set out in full;

Said personal property is sold in "AS IS" CONDITION, without warranty for a particular purpose, without warranty of merchantability and without any implied warranty of any kind whatsoever;

TO HAVE AND TO HOLD unto the Grantee the above-described personal property in fee simple forever;

The Grantor, for itself its' successors and assigns , for and in consideration of the premises, covenants and warrants as follows: (1) that it is seized of the above-described personal property in fee simple and has a good and lawful right to sell and convey the same; (2) that the Grantee shall quietly enjoy the above described personal property against the claims of all persons; (3) that the above described personal property is free from all liens and encumbrances except ad valorem taxes for the current ad valorem tax year; and (4) that it will forever warrant and defend title to the above described personal property from and against the lawful claims, title or demands of any and all persons whomsoever, except as to said ad valorem taxes.

A copy of the Order of the United States Bankruptcy Court authorizing and confirming this sale may be found in Case No.03-83243-JAC-11

IN WITNESS WHEREOF, the Grantor has hereunto set Its hand and seal on the date first above written.

Turning Point Publishing Co., LLC
as Debtor in Possession
BY: [Signature]
As Its Manager

STATE OF ALABAMA)
)
MADISON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Richard Franklin, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing conveyance, he executed the same voluntarily and with full authority as Manager of Alabama Turning Point Publishing Co., LLC as Debtor in Possession on the day the same bears date.

GIVEN UNDER MY HAND and official seal on this the 28 day
of July, A.D., 2004.

My commission expires

1/14/2008

[Signature]
Notary Public
State of Alabama
Madison County

EXHIBIT "A"

1. Beezip and Interactive Home software and application for patents by Turning Point Publishing Co., LLC relating to said software.
2. Rights to all patents and patent applications, whether International, foreign or US, that cover any method or algorithm performed by the software, including all versions, patches, upgrades, etc.
3. Rights to all patentable ideas or know-how that have not been disclosed or claimed in the patent applications.
4. All copyrights, works and derivative works of the software, instruction manuals, and any other copyrightable material associated with the software.
5. All trademarks, whether registered or not, associated with the software.
6. Copies of the source code.
7. Rights to any and all trade secrets, confidential and/or proprietary information associated with the software.

SALES CONTRACT
CASH

STATE OF ALABAMA

MADISON COUNTY

THIS AGREEMENT OF PURCHASE AND SALE made and entered into on the 19 day of May, 2004 by and between Turning Point Publishing Co., LLC as Debtor in Possession (herein "Seller"), and W. Cole & Associates (herein "Purchaser") whose address and phone number is as follows: 35758 Highway 104, Madison, AL 35758 PH# 772-8075

W I T N E S S E T H:

For and in consideration of the mutual covenants herein contained, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from the Seller the property described on Exhibit "A" attached hereto in "As Is" condition and without warranty for fitness for a particular purpose, without warranty of merchantability and without implied warranty of any kind what so ever (herein the "Property") on the following terms and conditions.

1. The total Purchase Price of the Property (Purchase Price) shall be payable as follows in cash: 141,000.00

814,000.00
Earnest Money payable on the execution hereof

814,000.00
Balance due on the Closing Date

2. The Seller will furnish the Purchaser a good and merchantable title to the property described on Exhibit "A" hereto (the "Property") by Bill of Sale (see copy attached hereto as "Bill of Sale") free and clear from any and all liens and encumbrances except current ad valorem taxes.

3. All ad valorem taxes shall be prorated as of the consummation of the sale.

4. The contract is upon the express condition, however, that this sale shall be confirmed by the US Bankruptcy Court for the Northern District of Alabama. If said sale is not so confirmed then this contract shall be void and the earnest money refunded, otherwise to be in full force and effect.

5. The full Purchase Price shall be paid by the Purchaser, the sale shall be closed and the bill of sale for Property purchased herein delivered when this sale is confirmed by the Court as aforesaid and after ten days from the date of said confirmation order. ("Closing Date"). Possession of the property sold hereunder is to be given on closing.

6. Should the Purchaser fail to carry out this contract, in accordance with all of its provisions, the Seller shall have the option to do one of the following: 1. The Seller may declare the Purchaser in default and proceed against the Purchaser for the recovery of all damages incurred by the Seller as a result of the Purchaser's breach of contract and shall the earnest money shall be applied to legally ascertained damages, or the Seller may retain the earnest money as liquidated damages and not as a penalty at the option of the Seller.

Should the Seller breach this contract then 1. The Purchaser may terminate this contract and sue the bankrupt estate for damages or 2. Affirm this contract and sue for specific performance.

7. This contract states the entire agreement between the parties and merges in this agreement all statements, representations, and covenants heretofore made, and any other agreements, statements or representations not expressly incorporated herein are void and of no force and effect.

8. The Purchaser has not contracted for and shall not be responsible for any sales commission. The Seller shall be responsible for any sales commission incurred by the Purchaser for the use of any broker or agent.

9. Should the Property to be sold hereunder be destroyed prior to the closing of this sale this contract shall be null and void and the earnest money shall be refunded to the Purchaser.

WITNESS OUR HANDS AND SEALS this the 19 day of May, 2004.

141,000
141,000
814,000
814,000

Purchaser:

Willen & Case
Purchaser

Seller:

Turning Point Publishing Company, LLC

As Debtor in Possession

BY:

It's Manager
It's Manager Bratton

EXHIBIT "A"

1. Beezip and Interactive Home software and application for patents by Turning Point Publishing Co., LLC relating to said software.
2. Rights to all patents and patent applications, whether International, foreign or US, that cover any method or algorithm performed by the software, including all versions, patches, upgrades, etc.
3. Rights to all patentable ideas or know-how that have not been disclosed or claimed in the patent applications.
4. All copyrights, works and derivative works of the software, instruction manuals, and any other copyrightable material associated with the software.
5. All trademarks, whether registered or not, associated with the software.
6. Copies of the source code.
7. Rights to any and all trade secrets, confidential and/or proprietary information associated with the software.